



MISSOURI DEPARTMENT OF TRANSPORTATION BID GUIDELINES AND DOCUMENTATION

THIS IS NOT AN ORDER REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: 03/23/12	BID DUE BY (DATE AND TIME): 4/23/2012 1:00 P.M. CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE COMPLETED BY: AS-NEEDED DURING CONTRACT PERIOD	BID #: SW-12-034CS THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE	BUYER NAME: CHRIS STEPHENS 3025 EAST KEARNEY STREET SPRINGFIELD, MO 65803 417-895-7811 417-895-6704 FAX CHRISTINA.STEPHENS@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation General Services Department 3025 East Kearney Street Springfield, MO 65803		Delivery Location(s): Various See page 17

SCOPE OF WORK

The Missouri Department of Transportation desires to retain vendors to rent **Heavy Equipment** such as Excavators, Dozers, Backhoes, Skid Steers, Motor Graders, Wheel Loaders, Track Loaders, Vibratory Roller, Pneumatic Rollers and Self Propelled Brooms on an as-needed, if-needed basis. **These units must be available and bid prices shall be firm for the contract period of May 1, 2012, through April 30, 2013**, with an option for three (1) year extensions (expiring March, 2016) period provided both parties agree. The contractor must be available on-site within 5 working days (Monday-Friday, excluding state holidays) after being notified that services are required for a project.

This will be a multiple-award contract, with pricing submissions locked-in from all vendors for the contract period. Award of this bid will be based on an evaluation of hourly rate prices with consideration being given to the size of equipment most advantageous to perform individual projects. When equipment is needed, the low bidder will be contacted first. In the event the low-bidder is contacted and cannot provide the equipment, MoDOT reserves the right to move to 2nd low-bidder for that project (or the 3rd, 4th, 5th low-bidder, etc.). This process will be repeated for each project. If a vendor consistently turns down renting equipment or cannot meet the 5 working day on-site requirement, MoDOT reserves the right to award future work to the next low-bidder for the remainder of the contract period.

The identified equipment will be used for maintenance work such as tube replacement, ditching, slide control, channel relocation and other related maintenance work as needed. Work will be performed at various locations within the counties listed on page 17. The time required to complete such jobs will vary from project to project and may involve work at multiple sites, requiring movement to and from various locations each day. MoDOT will keep moves to a minimum whenever possible.

All equipment which will be used by MoDOT to complete work under the requirements of this contract, shall be listed in the pricing section on pages 6-16. If you have more or additional pieces of equipment than space has been allowed for, create copies of the appropriate page/equipment and included those additional pages.

Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your quoted price submitted.

EQUIPMENT SPECIFICATIONS / CONTRACTOR EQUIPMENT REQUIREMENTS

MoDOT rents/leases various sizes of equipment, large and small. Please include sizes stipulated within this bid. If you wish to bid additional units outside the scope identified, please include specifications. At a minimum you must identify type, size, specifications, cost and mobilization fees on all equipment bid. Please identify your starting location for mobilization costs. Include NA in any section that is non-applicable. Specifications/cut sheets of any and all equipment bid is encouraged or website address listed to view specifications of equipment identified.

NOTE: To request an electronic copy of the pricing sheets (excel), please email or call the buyer.

VENDOR NAME:

Please provide the information requested on the appropriate pricing sheet with mobilization costs at the bottom. Sizes are identified to capture like items with associated costs, any size identified is not meant to be a minimum specification. Any and all equipment bid will be accepted. On equipment that has multiple attachments available for rent, please list attachments that would be advantageous to road work or right of way clearing.

Since this is a multiple award contract, it is not necessary to submit a bid for every piece of equipment listed, however, in the interests of good competition and to ensure you receive as many opportunities to provide equipment as possible during the contract period, you are encouraged to submit a bid price for as many as possible.

1.0 DELIVERY OF EQUIPMENT

All equipment identified on bid list shall be maintained prior to delivery/pick up to/by the Missouri Department of Transportation. The equipment shall be fueled, oil and fluids topped off and all filters in a condition adequate to perform the duration of the rental or lease period. In the event the Missouri Department of Transportation incurs these costs at the time of arrival, the cost shall be deducted from the vendor invoice. All rented equipment shall be fueled and washed by The Missouri Department of Transportation prior to returning to the vendor. In the event downtime is experienced due to equipment not working and service technicians are deployed, those hours of down time will be prorated and credited from vendor invoice.

2.0 MAINTENANCE & REPAIR

The department will furnish fuel, grease lubricant of chassis, and normal maintenance cleaning. The lessor will be responsible for all scheduled oil changes and periodic services required by manufacturer or lessor. The lessor shall furnish all necessary lubricants, replacement filters (oil, fuel, air filters, ect.), replacement /repair parts, labor and transportation. The lessor will supply MoDOT with the manufactures and lessor's scheduled hourly maintenance chart(s), which MoDOT will use as a guide to contact lessor when unit needs serviced.

3.0 DOWNTIME

When the unit is unavailable for use for more than 48-hours, at any time, the lessor must substitute a loan unit of mutually agreed upon type. The substitute unit must be provided within 3 days after the initial 2 days of downtime has accrued, unless a MoDOT representative agrees to a more flexible arrangement offered by the lessor. If after this time a substitute unit has not been provided or the original unit has not been repaired, the compensation due the lessor will be reduced at a rate of \$150.00 per day for all working days a unit is not available during the lease period, including the initial downtime. If this exceeds 5 working days, MoDOT reserves the right to obtain another unit from the next low bidder or other resources. If such a unit is obtained, MoDOT reserves the right to terminate the original lease with the first vendor and will continue with the second vendor for the duration of the original lease period. All costs associated with delivery and pickup of leased units is the responsibility of the lessor.

FEDERAL WORK AUTHORIZATION PROGRAM

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **EXHIBIT A, AFFIDAVIT OF WORK AUTHORIZATION** and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

All responses to this Request for PRICING UPDATES MUST be submitted on this form and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, to the Buyer listed above at the District mailing address shown. Company pricing sheets will be accepted in addition to the original bid pages.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
_____	_____
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

SPECIAL TERMS AND CONDITIONS

INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
 - a) Not less than \$500,000 each individual per accident or occurrence.
 - b) Not less than \$3,000,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – Southwest District
Joplin Regional Office
2915 Doughboy Drive
Joplin Mo. 64804

MISSOURI NO TAX DUE

Contractors must submit a copy of their "Vendor No Tax Due" letter with their bid response. Vendors and contractors must provide verification of either being registered to collect sales and/or use tax in Missouri, or not making retail sales of tangible personal property or providing taxable services in Missouri. Contractors must verify such by submitting an official "Vendor No Tax Due" letter issued by the Missouri Department of Revenue. The Missouri Department of Revenue will issue the "Vendor No Tax Due" letter if you are properly registered to collect and have properly remitted sales and/or use tax, or if it determines you are not making retail sales in Missouri. You may obtain a "Vendor No Tax Due" letter by contacting the Missouri Department of Revenue. Information regarding House Bill 600, Section 34.040.6 RSMo, is available on the Department of Revenue's website at: <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder will need to provide, a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" with your bid response. MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

GS6 MASTER EQUIPMENT RENTAL AGREEMENT

Please complete the attached GS6 Master Equipment Rental Agreement document and return with your bid response.

INVOICING

Payment will be made for each load of pipe delivered. The invoice shall be submitted to Chris Stephens: MoDOT, 3025 E. Kearney St. Springfield, MO 65803 or **D7Invoices@modot.mo.gov**. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your bid price.

NOTE: COPIES OF CERTIFICATES OF INSURANCE MEETING THE MINIMUM REQUIREMENTS DETAILED ABOVE, COPIES OF YOUR COMPANIES CERTIFICATE OF GOOD STANDING FROM THE MISSOURI SECRETARY OF STATE'S OFFICE AND THE E-VERIFY AFFIDAVIT/MEMORANDUM OF UNDERSTANDING MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS REQUEST FOR BID.

If you have any questions concerning these requirements, contact Chris Stephens at (417)-621-6355.

EXHIBIT A

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
titlebusiness name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program]

EXCAVATORS Contract Period 5/1/12-4/30/13	#1 10-12 Metric Ton	#2 15-16 Metric Ton	#3 20-21 Metric Ton	#4 22- 25 Metric Ton	#5 30 Metric Ton
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
DIGGING DEPTH					
MAX REACH					
BUCKET SIZE RANGE					
MAX LIFT AT MAX REACH FRONT					
MAX LIFT AT MAX REACH SIDE					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-30 miles					
Category 2 31-65 miles					
Category 3 66-100 miles					
Category 4 101-135 miles					
Category 5 136-170 miles					
Category 6 171-205 miles					

BACKHOES Contract Period 5/1/12-4/30/13	#1 14' Class with Standard	#2 14' With Extendable	#3 15' Class with	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
INCLUDES CAB					
INCLUDES AUX HYDRAULICS					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-30 miles					
Category 2 31-65 miles					
Category 3 66-100 miles					
Category 4 101-135 miles					
Category 5 136-170 miles					
Category 6 171-205 miles					

SKID STEERS Contract Period 5/1/12-4/30/13	#1 1300 lb Lift	#2 1500 lb Lift	#3 1700 lb Lift	#4 2000 lb Lift	#5 2500 lb Lift	#6 3000 lb Lift
	* Size Classifications not meant to be minimum specifications					
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
MAKE						
MODEL						
HORSEPOWER						
BUCKET WIDTH (SIZE RANGE)						
MAX REACH AT TOP						
OPERATING WEIGHT						
LIST OF ATTACHMENTS AVAILIABLE						
MOBILIZATION COST (One Way)						
Permit Cost (one way)						
Escort Cost (one way)						
Vendor Starting Location =						
Category 1 1-30 miles						
Category 2 31-65 miles						
Category 3 66-100 miles						
Category 4 101-135 miles						
Category 5 136-170 miles						
Category 6 171-205 miles						

DOZERS Contract Period 5/1/12-4/30/13	#1 70 HP	#2 80 HP	#3 90 HP	#4 125 HP	#5 200 HP
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
OPERATING WEIGHT					
BLADE CAPACITY					
CAB Y OR N					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-30 miles					
Category 2 31-65 miles					
Category 3 66-100 miles					
Category 4 101-135 miles					
Category 5 136-170 miles					
Category 6 171-205 miles					

WHEEL LOADERS Contract Period 5/1/12-4/30/13	#1 Yard	2 #2 2.5 Yard	#3 3.5 Yard	#4 4 Yard	#5 5 Yard
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO HINGE PIN					
REACH TO TOP HEIGHT					
TIP CAPACITY FRONT					
TIP CAPACITY FULL TURN					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-30 miles					
Category 2 31-65 miles					
Category 3 66-100 miles					
Category 4 101-135 miles					
Category 5 136-170 miles					
Category 6 171-205 miles					

TRACK LOADERS (Crawler Loaders) Contract Period 5/1/12-4/30/13	#1 120 HP	#2 175 HP	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO HINGE PIN					
REACH AT TOP HEIGHT					
BUCKET CAPACITY					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-30 miles					
Category 2 31-65 miles					
Category 3 66-100 miles					
Category 4 101-135 miles					
Category 5 136-170 miles					
Category 6 171-205 miles					

MOTOR GRADERS Contract Period 5/1/12-4/30/13	#1	#2	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO TOP OF CAB					
MAXIMUM OPERATING WEIGHT					
LENGTH-OVERALL					
MOLDBOARD LENGTH					
MOLDBOARD THICKNESS					
Variable hP Yes or No					
Rip Board Yes or No Skipfire					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1					
1-30 miles					
Category 2					
31-65 miles					
Category 3					
66-100 miles					
Category 4					
101-135 miles					
Category 5					
136-170 miles					
Category 6					
171-205 miles					

VIBRATORY ROLLERS Contract Period 5/1/12-4/30/13	#1 3-5 Ton	#2 6-9 Ton	#3 10-12 Ton	#4 10-12 Ton	#5 13+ Ton
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
TYPE					
MAKE					
MODEL					
HORSEPOWER					
SINGLE DRUM					
DOUBLE DRUM					
OPERATING WEIGHT W FOPS/ROPS					
OPERATING WEIGHT W/ ROPS-cabin					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-30 miles					
Category 2 31-65 miles					
Category 3 66-100 miles					
Category 4 101-135 miles					
Category 5 136-170 miles					
Category 6 171-205 miles					

PNEUMATIC ROLLERS Contract Period 5/1/12-4/30/13		#1	#2	#3	#4	#5
		3-5 Ton	6-9 Ton	10-12 Ton	10-12 Ton	13+ Ton
		* Size Classifications not meant to be minimum specifications				
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
TYPE						
MAKE						
MODEL						
HORSEPOWER						
HOW MANY WHEELS						
EMPTY WEIGHT						
BALLISTED WEIGHT						
MOBILIZATION COST (One Way)						
Permit Cost (one way)						
Escort Cost (one way)						
Vendor Starting Location =						
Category 1						
1-30 miles						
Category 2						
31-65 miles						
Category 3						
66-100 miles						
Category 4						
101-135 miles						
Category 5						
136-170 miles						
Category 6						
171-205 miles						

SELF PROPELLED BROOMS Contract Period 5/1/12-4/30/13		#1	#2	#3	#4	#5
		* Size Classifications not meant to be minimum specifications				
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
TYPE						
MAKE						
MODEL						
HORSEPOWER						
WEIGHT						
WIDTH						
HEIGHT						
PUMP CAPACITY						
HYDROSTATIC DRIVE Y OR N						
CAB-AIR CONDITIONED Y OR N						
BRUSH WATERING SYSTEM Y OR N						
MOBILIZATION COST (One Way)						
Permit Cost (one way)						
Escort Cost (one way)						
Vendor Starting Location =						
Category 1						
1-30 miles						
Category 2						
31-65 miles						
Category 3						
66-100 miles						
Category 4						
101-135 miles						
Category 5						
136-170 miles						
Category 6						
171-205 miles						

MINI EXCAVATORS Contract Period 5/1/12-4/30/13	#1 6' Dig Depth	#2 7.5' Dig Depth	#3 8.5' Dig Depth	#4 10' Dig Depth	#5 12' Dig Depth	#6 14' Dig Depth
	* Size Classifications not meant to be minimum specifications					
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
MAKE						
MODEL						
HORSEPOWER						
DIGGING DEPTH						
MAXIMUM REACH						
BUCKET SIZE RANGE						
MAX LIFT AT MAX REACH FRONT						
MAX LIFT AT MAX REACH SIDE						
OPERATING WEIGHT						
LIST ATTACHMENTS AVLIABLE						
MOBILIZATION COST (One Way)						
Permit Cost (one way)						
Escort Cost (one way)						
Vendor Starting Location =						
Category 1 1-30 miles						
Category 2 31-65 miles						
Category 3 66-100 miles						
Category 4 101-135 miles						
Category 5 136-170 miles						
Category 6 171-205 miles						

COVERAGE AREA					
Building	County	Address	Contact Name	Building Number	Cell Number
Anderson	McDonald	5511 State Hwy 59, Goodman MO 64856	Tim Bundgard	816-297-2161	417-529-2084
Bolivar	Polk	2816 West Broadway, Bolivar MO 65613	Scott Noblitt	417-326-5632	417-770-0154
Bradleyville	Taney	20907 East Hwy 76, Taneyville MO 65759	Charles Peterson	417-796-2468	417-796-4268
Branson	Taney	275 SW Outer Rd, Branson MO 65616	Jim Jewsbury	417-334-3358	417-766-4889
Buffalo	Dallas	215 North Ash Street, Buffalo MO 65622	Deryle Potter	417-345-2513	417-766-2890
Butler	Bates	Rt 52, 3 miles west of Rt 71, Butler MO 64730	Doug West	660-679-6331	660-679-1202
Carthage	Jasper	16623 Inca Road, Carthage MO 64836	Mark Winningham	417-359-1507	417-793-1291
Cassville	Barry	20622 State Hwy 37, Cassville MO 65625	David Colf	417-847-2612	417-830-8094
Clinton	Henry	1057 E. Gaines Dr., Clinton MO 64735	Steve Bryant	660-885-4022	816-863-7421
Cole Camp	Benton	820 W. Main, Rt 52, Cole Camp MO 65325	Jerry Steffens	660-668-3114	660-281-0451
Eldorado Springs	Cedar	3865 E. Hwy 54, Eldorado Springs MO 64744	Brian Wood	417-876-4232	417-296-1440
Galena	Stone	1880 State Hwy 248 West, Galena MO 65656	Shannon Stephens	417-357-6973	417-294-2749
Greenfield	Dade	70 North Hwy 39, Greenfield MO 65661	Charlie Combs	417-637-5351	417-262-0049
Joplin	Jasper	2800 Stephens Blvd, Joplin MO 64804	Steve Smith	417-629-3169	417-438-2220
Lamar	Barton	67 SE 1st Lane, Lamar MO 64759	Barry Weaver	417-682-2965	417-214-4086
Lampe	Stone	1063 West Hwy 86, Lampe MO 65681	Darlene Braswell	417-779-4517	
Marshfield	Webster	331 Pin Oak Loop, Marshfield MO 65706	Jeff Robertson	417-859-2219	417-766-5025
Monett	Barry	4478 West Hwy 60, Monett MO 65708	Bryan Ozbun	417-476-2595	417-669-3181
Mt. Vernon	Lawrence	1001 Spring Park Blvd, Mt Vernon MO 65712	Dennis Roethemeier	417-466-2401	417-529-0248
Neosho	Newton	1300 S. Neosho Blvd, Neosho MO 64850	Michael Smith	417-451-7007	417-529-6525
Nevada	Vernon	601 W Outer Road, Nevada MO 64772	Allen Bley	417-448-1393	417-529-1031
Osceola	St. Clair	5371 NE Bus Hwy 82, Osceola MO 64776	Eddie Smith	417-646-8130	417-309-0477
Ozark	Christian	1810 Selmore Road, Ozark MO 65721	Quintin Taylor	417-581-6827	417-766-4832
Preston	Hickory	Route 1, Box 124, Preston MO 65732	Clint Durrington	417-722-4494	417-766-5011
Republic	Greene	1925 South State Hwy N, Springfield MO 65802	Nick Capra	417-732-2389	417-766-5005
Seymour	Webster	500 State Hwy C, Seymour MO 65746	Josh Burks	417-935-4405	417-766-4853
Springfield	Greene	2455 North Mayfair Street, Springfield MO 65803	Ryan West	417-895-6724	417-529-1505
Stockton	Cedar	13998 East Hwy 32, Stockton MO 65785	Robert Hoffman	417-276-3417	417-955-0033
Warsaw	Benton	1551 E. Main Street, Warsaw MO 65355	Larry Wischmeier	660-438-6222	660-281-1000

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) **General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;**
- 2) **Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;**
- 3) **Missouri State Workmen's Compensation policy or equivalent in accordance with state law.**

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or

as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING
"NO QUOTE FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS
EVALUATIONS.**

THANK YOU

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting "No Quote" on RFQ# _____ for the reason(s) indicated

- () Product or service is not available or cannot meet the required specifications
- () Other obligations - cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

Company Contact Person: _____ Phone # _____

- () Please keep our name on the bidder's list for future opportunities on this product or service.
- () Please remove our name for your bidder's list for this product service